

**CLUSTER HOUSING DEVELOPMENT AGREEMENT BETWEEN  
THE CITY OF ISSAQUAH AND JOSEPH AMEDSON.**

This Cluster Housing Development Agreement ("Agreement") is made this \_\_\_ day of \_\_\_, 2012 by and between the City of Issaquah ("Issaquah" or the "City"), a Washington municipal corporation, and Joseph Amedson, also referred to individually as a Party and collectively as the Parties.

**RECITALS**

A. Joseph Amedson owns certain real property (the "Amedson Property") located in the City of Issaquah consisting of property totaling approximately six acres, the legal description of which is attached hereto as **Exhibit 1** and incorporated herein.

B. The Amedson Property is designated Low Density Residential/Urban Village in the Comprehensive Plan and zoned Single Family Suburban – 4.5 du/acre (SF-S).

C. Joseph Amedson wishes to build a cluster housing development of 24 single family detached homes or the maximum number allowed by the underlying zoning up to a maximum of 26 single family detached homes on the Amedson Property. ICM 18.07.420, the City's cluster housing ordinance, is intended to allow for the maximum density authorized by the underlying zone while preserving critical areas through lot and setback reductions and other adjustments to the requirements of the underlying zoning. IMC 18.07.420.C requires a development agreement for cluster housing developments located on five (5) or more acres of land.

D. The City is authorized to enter into a development agreement with those who own or control property within its jurisdiction pursuant to RCW 36.70B.170-.210 and IMC 18.07.420C.

E. Subject to the implementation of the provisions of this development agreement and applicable development regulations, the proposed cluster housing development will be consistent with the general purpose, goals, objectives and standards of the Comprehensive Plan and other applicable regulations; will be served by adequate facilities; and will not have a substantial adverse impact on adjacent properties, the community or other elements affecting the general welfare.

## AGREEMENT

In consideration of the mutual benefits and agreements set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The Recitals are a part of this Agreement and are incorporated herein.
2. **Cluster Residential Development.** Maximum allowed density on the Property is 26 homes. The neighborhood will consist of 24 single-family detached homes or the maximum number allowed by the underlying zoning up to a maximum of 26, ranging in size from approximately 2,000 SF to approximately 3,000 SF (excluding garages) on lots ranging from approximately 3,000 SF to 5,000 SF. A conceptual site plan, which shows the general lot layout, is attached hereto as **Exhibit 2** and incorporated herein. Copies of representative home designs and elevations are attached hereto as **Exhibit 3** and incorporated herein, and are representative of the type of architectural design elements that will be incorporated into the homes.

**a. Cluster Development Standards.** Cluster development standards for the neighborhood shall be as follows:

- |                       |  |
|-----------------------|--|
| Front yard setback:   | 10 feet (20 feet to garage)  |
| Side yard setback:    | 5 feet   |
| Rear yard setback:    | 5 feet   |
| Pervious surface:     | 50% of the total site area   |
| Impervious surface:   | 50% of the total site area   |
| Base building height: | 35 feet, subject to adjustment provisions contained in IMC 18.07.355.  |
| Minimum lot size:     | none   |
| Minimum lot width:    | none   |
| Measuring height:     | Building or structure height shall be measured from the average finished grade of a building or structure, level to either the average height of the highest gable of a pitched or hipped roof, or the highest point of the coping of a flat roof. |
- Setback exceptions:
- A. The following architectural elements shall not project more than 24 inches into a required interior setback or 30 inches into a street setback:
- Fireplace chimneys
  - flues
  - sills
  - cornices
  - eaves
  - bay windows and similar structures.

- B. Decks, patios, porches, walkways and other minor structural elements may intrude into a required setback as follows: (Retaining walls, rockeries, and heat pumps are not minor structural elements from a planning perspective, and therefore may be located in setbacks.)
  - a. Any portion of a minor structural element which equals or exceeds thirty inches above finished grade may intrude into an interior or rear setback a distance no greater than 40% of the setback.
  - b. Within a street setback, intrude into a required setback a distance no greater than 20% of that setback.
- C. Any portion of a minor structural element which is less than thirty (30) inches above finished grade may extend to within three (3) feet of the property line.

3. **Common Area Usable Open Space.** The neighborhood will contain approximately 75,421 square feet of common usable open space within three tracts..

Areas of open space Tracts are as follows:

Tract B:	6,713 SF
Tract C:	21,616 SF
Tract F:	47,092SF

The common usable open space equals approximately 42% of the developable base site area.

4. **Recreation Tracts and Trail Connections to Talus.** Tracts, B, C and F include lawn and benches and are for passive recreational use. These areas contain approximately 75,421 SF or approximately 42% of the developable base area of the site. Trail connections shall be made to the extent reasonably feasible with the Talus trail system at those locations depicted on the conceptual landscape plan included as part of **Exhibit 2** attached hereto and incorporated herein. This includes extending the existing gravel maintenance access road/trail located between lots 120 and 121 within Talus Parcel 5C to the sidewalk within this neighborhood. It will also include the extension of the existing gravel maintenance access road/trail from the proposed loop road within the neighborhood to the point where the existing gravel maintenance access road/trail abuts the south boundary of the property.

5. **Sensitive Area Tract.** Approximately 27,191 square feet of the neighborhood contains steep slopes and their buffers and will be located in critical area tracts as depicted on the conceptual preliminary site plan and subject to Native Growth Protection Area Easements (NGPA).

6. **Capital Facilities.**

- a. Roads. The conceptual site plan (**Exhibit 2**) depicts the road layout for the development. That portion of the entrance road which extends through the existing 31-foot wide James Bush Road right-of-way within Talus Parcel 5C will

be 20 feet wide with a 3.5 foot-wide planter strip and 5-foot wide sidewalk on one side of the road. No on-street parking is permitted on this portion of the road.

The remainder of the road network will include a loop road within a 34.5-foot wide right-of-way, which includes a 25-foot wide paved road, five foot wide sidewalk and 3.5-foot wide planter strip on one side of the street, provided that the portion of the loop road adjacent to the retaining wall located within the rear yards of lots within Talus Parcel 5C will not include a planter strip. At this location the sidewalk will be placed adjacent to the back of curb, and a between the road and the retaining wall eight feet in width landscaped as described in Section 7 below.

IS ROAD  
24' OR 25'  
WIDE?

The remainder of James Bush Road between the developer SR 900 shall be restricted to use by emergency access vehicles where the existing James Bush Road extends beyond the proposed neighborhood, the existing bollards shall be replaced with a swing gate and approved fire lock at a location agreed to by the Issaquah Fire Department.

- b. Storm. Storm water will be detained in detention/water quality treatment facilities in two separate locations in the neighborhood. The northern detention/water quality treatment facility will be within Tract A. The southern detention/water quality treatment facility will be located in Tract D. Both of these facilities will be owned and maintained by the Homeowners' Association established for this neighborhood. Stormwater will be discharged to the existing storm drainage pipe located within James Bush Road. If, at the time of final design it can be shown that adequate additional capacity exists and is available in the main Talus detention facility, which may be used as a replacement for the proposed on-site stormwater facility in Tract D.
- c. Water. Water shall be supplied via a connection to an existing water main at the north end of the site and will be designed in accordance with City of Issaquah requirements.
- d. Sewer. Sewer will be connected to the existing sanitary sewer main that runs through the property, is generally located within the proposed right-of-way of the loop road and will be designed in accordance with City of Issaquah requirements.

7. **Talus Retaining Wall Planter Area.** A landscape strip approximately eight feet wide is provided between the loop road and the retaining wall located at the rear of lots 111 – 117 and 103 – 109 within Talus, Parcel 5C. This area shall be planted to partially screen the wall for residents of the proposed neighborhood. Plant materials will be used that will not undermine the structural integrity of the retaining wall.

8. **Water and Transportation Concurrency.** Concurrency certificates for traffic and water were issued on January 29, 2009.

9. **Impact Fees.** Joseph Amedson shall pay applicable transportation, fire, park, police, general government and school impact fees in the amounts in affect at the time of building permit application submittal.

10. **Subdivision.** The Applicant has submitted an application for a cluster housing subdivision, which shall be consistent with and subject to this Agreement. Lot size and setback reductions shall be allowed in accordance with the conceptual preliminary site plan attached as **Exhibit 2**. Minor revisions including, but not limited to lot size, lot width, lot coverage, building setbacks, the road section and uses of open space areas shall be allowed during the subdivision review and approval process.

11. **Vesting.** Except as otherwise expressly provided herein, Joseph Amedson is vested to and for the term of this Agreement shall have the right to develop the Property in accordance with the substantive land use ordinances, policies and regulations as set out in the IMC, the Comprehensive Plan and all other City land use requirements and regulations that are in effect upon submittal of a complete preliminary plat application or upon full execution of this Agreement, whichever occurs first, including, without limitation, zoning regulations, environmental and other mitigation regulations and policies, SEPA policies and regulations, and construction, stormwater and building regulations, provided that the City shall have the authority to impose new or different regulations to the extent that such regulations are reasonably required to address a serious threat to public health and safety.

12. **General Provisions.**

- a. **Entire Agreement.** This Agreement represents the entire a Parties with respect to the subject matter hereof. There are n agreements, oral or written, except as expressly set forth here amendment to this Agreement shall be in writing and signed to this Agreement.
- b. **Covenants, Conditions and Restrictions.** The cluster housing development will include and be subject to covenant, conditions and restrictions consistent with the provisions of this Agreement.
- c. **Term.** The terms of this agreement shall remain in effect for a period of seven (7) years from the date that the Development Agreement is approved by the Issaquah City Council.
- d. **Agreement is Binding.** The terms of this Agreement are intended to be and shall constitute a binding agreement and a covenant running with the land. The benefits and obligations herein shall be binding upon the Parties and their

★ CITY  
ATTORNEY  
HAS CONCERN  
w/ "BUDG.  
REGULATIONS"  
MAY NEED TO TWEAK.

successors and assigns in interest unless otherwise terminated by the Parties hereto.

- e. Recording with King County. This Agreement and any amendments thereto shall be filed for recording with the King County Auditor.
- f. Captions. The captions in this Agreement are intended for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.
- g. Severability. If any provision of this Agreement is held invalid the remaining provisions shall continue in full force and effect.
- h. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Washington.
- i. Disputes. In any judicial action to enforce or determine the rights of the Parties under this Agreement the substantially prevailing Party shall be entitled to reasonable attorneys' fees and costs, including fees and costs incurred in any appeal of any ruling of a lower court.
- j. Contact Information.

City of Issaquah:

Joseph Amedson  
22522 SE 51st Street  
Issaquah, WA 98029  
Phone: (206) 979-5020  
David Favour, Planning Manager  
1775 12<sup>th</sup> Avenue NE  
Issaquah, WA 98027  
Phone:  
Fax:  
E-mail:

Dated: May 1, 2012

JOSEPH AMEDSON

By Joseph Amadson  
Its Forest Heights, LLC

Dated: May 1, 2012

CITY OF ISSAQUAH, a Washington municipal corporation

By \_\_\_\_\_  
Its \_\_\_\_\_

Attest/Authenticated

By \_\_\_\_\_  
City Clerk

Approved as to form:  
Office of the City Attorney

\_\_\_\_\_  
Wayne D. Tanaka, City Attorney

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Joseph Amedson is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledge it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Lisa D. Laune  
(Signature of Notary)

Lisa D. Laune  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington  
residing at Sammamish

My appointment expires 10/7/13

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Joseph Amason is the person who appeared before me, and said person acknowledged that he/she signed this instrument and on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Development agreement of the City of Issaquah, a Washington municipal corporation and to be the free and voluntary act of such City for the uses and purposes mentioned in the instrument.

Dated this 1<sup>st</sup> day of May, 2012.



Lisa D. Laine  
(Signature of Notary)  
Lisa D. Laine  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington  
residing at Kammamish

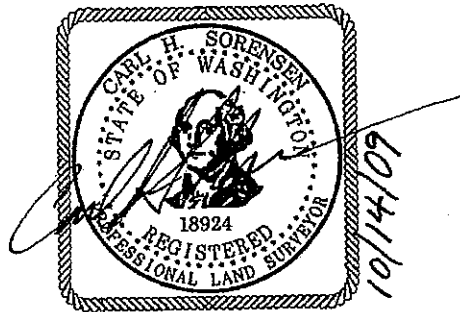
My appointment expires 10/7/13

# EXHIBIT 1

## FOREST HEIGHTS LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND A PORTION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M. IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE SOUTH  $01^{\circ}52'26''$  WEST, ALONG THE EAST LINE OF TALUS DIV. 5C, ACCORDING TO THE PLAT THEREOF RECORDED UNDER KING COUNTY RECORDING NUMBER 20020503000002, A DISTANCE OF 271.46 FEET TO THE SOUTHERLY MARGIN OF THE JAMES BUSH ROAD, THE TRUE POINT OF BEGINNING; THENCE SOUTH  $71^{\circ}49'42''$  EAST, ALONG SAID MARGIN, 21.72 FEET TO THE BEGINNING OF A 90.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $54^{\circ}05'19''$  AND AN ARC DISTANCE OF 84.96 FEET; THENCE SOUTH  $17^{\circ}44'23''$  EAST, ALONG THE EASTERLY MARGIN OF SAID ROAD, 145.52 FEET TO THE BEGINNING OF A 70.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY, ALONG SAID CURVE AND MARGIN, THROUGH A CENTRAL ANGLE OF  $11^{\circ}20'05''$  AND AN ARC DISTANCE OF 13.85 FEET; THENCE SOUTH  $6^{\circ}24'18''$  EAST, ALONG SAID MARGIN, 72.87 FEET TO THE BEGINNING OF A 169.99 RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY, ALONG SAID CURVE AND MARGIN, THROUGH A CENTRAL ANGLE OF  $43^{\circ}03'47''$  AND AN ARC DISTANCE OF 127.76 FEET; THENCE SOUTH  $1^{\circ}52'26''$  WEST 223.54 FEET; THENCE SOUTH  $22^{\circ}44'13''$  EAST 467.46 FEET TO THE NORTHWEST CORNER OF THE EAST 431.23 FEET OF THE WEST 830.98 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTH  $1^{\circ}52'26''$  WEST, ALONG THE WEST LINE OF SAID SUBDIVISION, 100.38 FEET TO THE NORTH LINE OF TRACT J, TALUS DIV. 5D, ACCORDING TO THE PLAT THEREOF RECORDED UNDER RECORDING NUMBER 20020826002296, RECORDS OF KING COUNTY WASHINGTON; THENCE NORTH  $89^{\circ}10'34''$  WEST, ALONG SAID NORTH LINE AND ALONG THE NORTH LINE OF TRACT L OF SAID PLAT, 399.82 FEET; THENCE NORTH  $1^{\circ}52'26''$  EAST, ALONG THE EAST LINE OF SAID TRACT L, 22.15 FEET TO THE SOUTHEAST CORNER OF SAID PLAT OF TALUS DIV. 5C; THENCE CONTINUE NORTH  $1^{\circ}52'26''$  EAST, ALONG THE EAST LINE OF SAID PLAT, 1127.24 FEET TO THE TRUE POINT OF BEGINNING.



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12112 115<sup>th</sup> Avenue NE Kirkland, Washington 98034-9623  
425.821.8448 • 800.488.0756 • Fax 425.821.3481  
www.triadassociates.net

Land Development Consultants



**PERMITTED BUILDING SETBACK:**

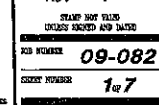
FRONT YARD: 10' (20' TO GARAGE)  
SIDE YARD: 5'  
REAR YARD: 5'

**DENSITY CALCULATION:**

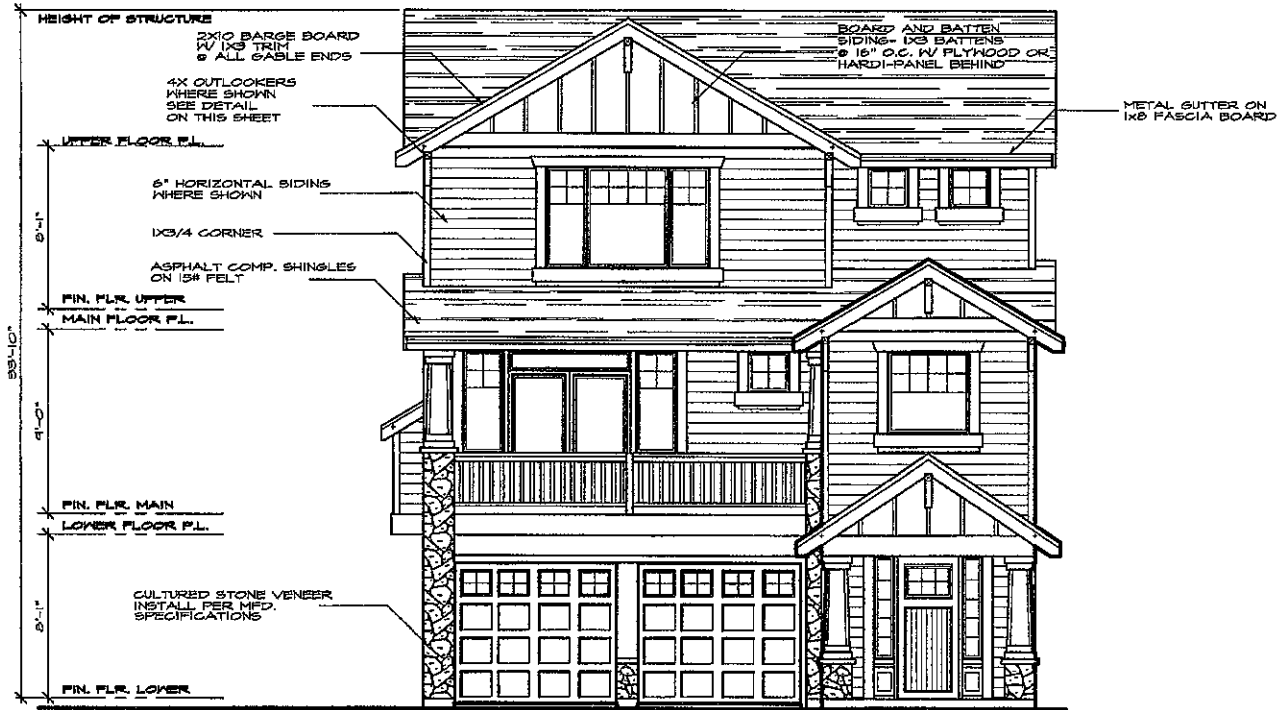
GROSS SITE AREA: 33,600 SQ. FT. (0.77 AC.)  
- CRITICAL AREA & BUFFER: 7,710 SQ. FT. (0.18 AC.)  
UNDEVELOPED AREA: 25,890 SQ. FT. (0.59 AC.)

$5.62 \text{ AD} \div 4.5 \text{ DU/AC} = 24 \text{ DU}$   
 $0.62 \text{ AC} \div 4.5 \text{ DU/AC} \times \text{BOM (DENSITY CREDIT FOR CRITICAL AREA AND BUFFER)} = 2.1 \text{ DU}$   
ALLOWED DENSITY:  $24 \text{ DU} + 2.1 \text{ DU} = 26 \text{ DU}$

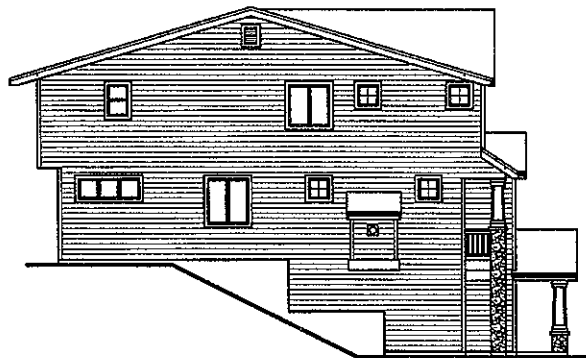
**NOTES:**  
THE AREA IN BRACKET IS NOT INCLUDED IN THE GROSS SITE AREA FOR THE PURPOSE OF DENSITY CALCULATION.  
GROSS SITE AREA EXCLUDES BARGE AREA (AND PRIVATE ROADS).



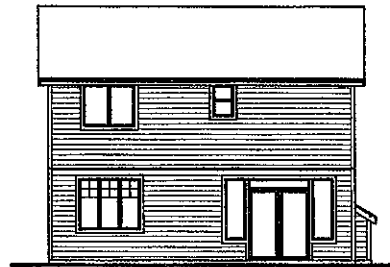
# **EXHIBIT 3**



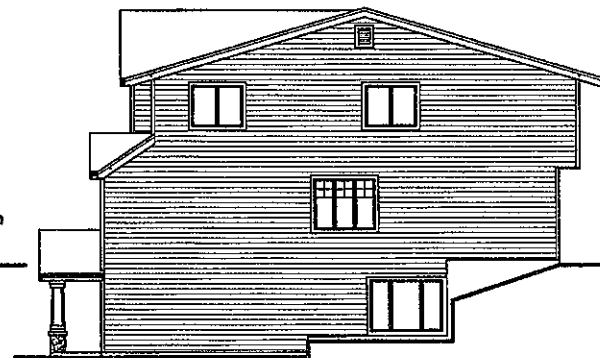
FRONT ELEVATION



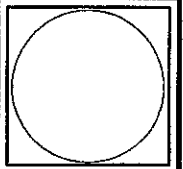
LEFT ELEVATION



REAR ELEVATION



RIGHT ELEVATION



11644 NE 84th Street  
Issaquah, WA 98027  
(206) 822-4117  
Fax (206) 822-1919



**FOREST HEIGHTS**  
**ISSAQUAH, WA**  
**PLAN 1A**

Project:

date: 11-20-09  
permit:  
revisions:

drawn by: MWJ  
checked by:

SHEET

OF  
A1  
A6

SHEET  
A2  
OF  
A6

drawn by: HWJ  
checked by:

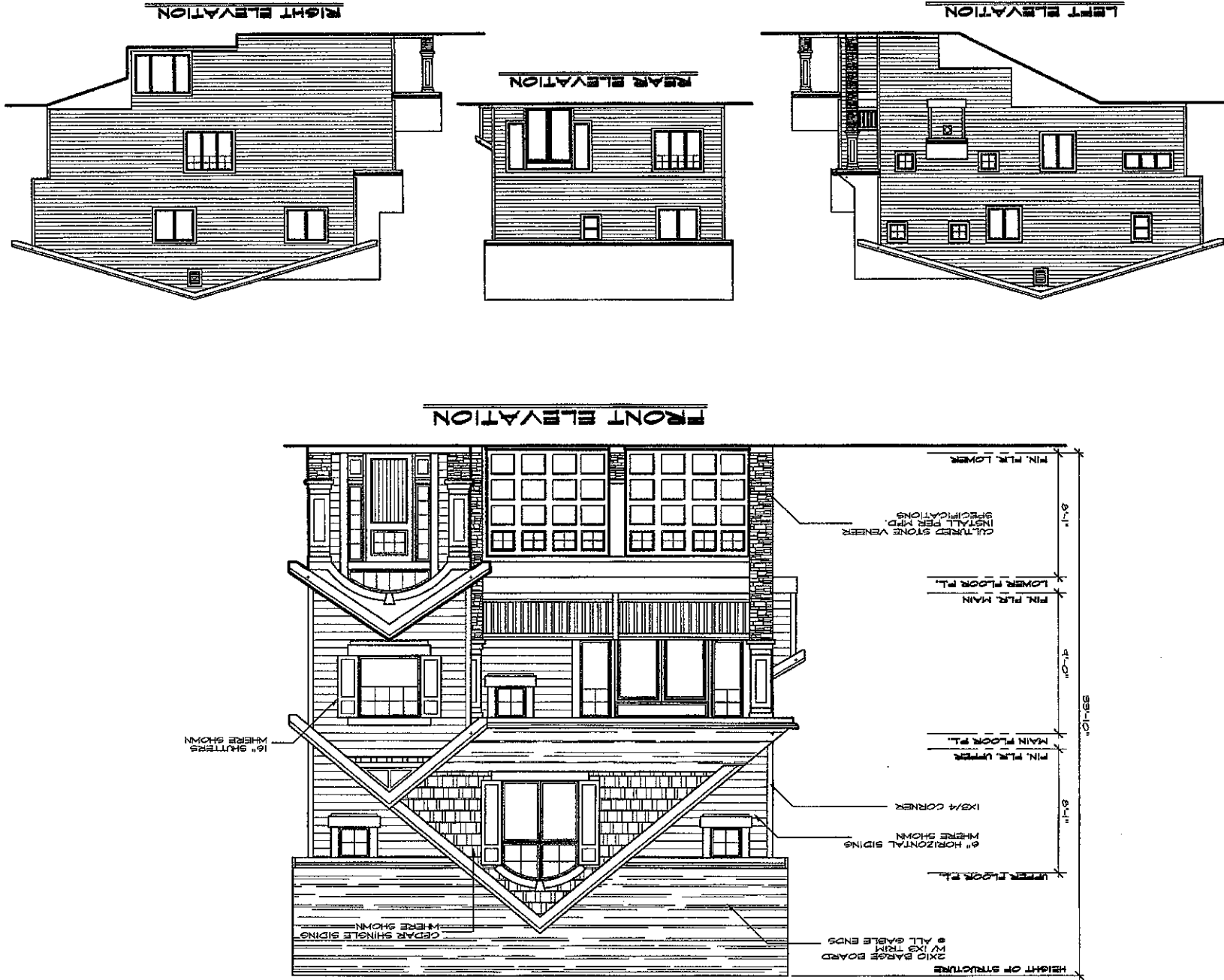
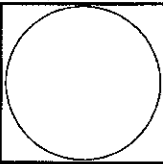
date: 11-20-04  
revision:  
permit:

Project:

**FOREST HEIGHTS**  
**155AQUAH, WA**  
PLAN 1B

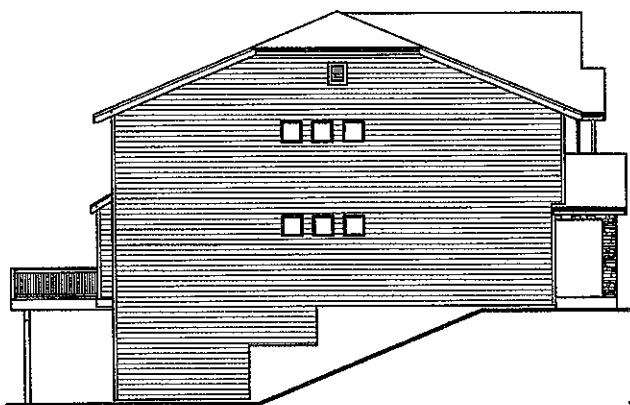


11644 NE 80th Street  
Kirkland, WA 98033  
Tel: (425) 822-4119





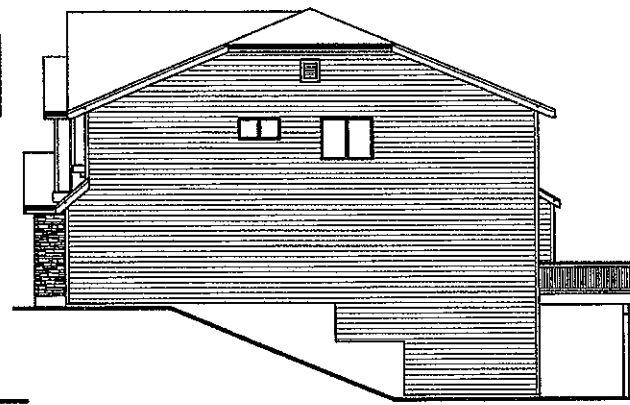
**FRONT ELEVATION**



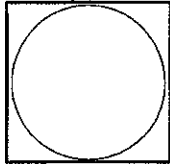
**LEFT ELEVATION**



**REAR ELEVATION**



**RIGHT ELEVATION**



11644 NE 80th Street  
Kirkland, WA 98033  
(425) 828-4117  
Fax (425) 822-1416



**FOREST HEIGHTS  
ISSAGUAH, WA  
PLAN 3A**

Project:

date: 11-20-09  
permit:  
revisions:

drawn by: MWJ  
checked by:

SHEET

OF  
**A5  
A6**